



# Board of Public Works and Safety

## Agenda Item

### Cover Sheet

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**MEETING DATE:** May 15, 2018

☒ New Item for Discussion

☐ Previously Discussed Item

☐ Miscellaneous

**ITEM #:** 3

**INITIATED BY:** Patty Johnson

☒ Information Attached

☐ Bring Paperwork from Previous Meeting

☐ Verbal

☐ No Paperwork at Time of Meeting



Street Department

TO: Board of Public Works and Safety

FROM: Patty Johnson

DATE: April 25, 2018

Attached is a rental agreement between the City of Noblesville Street Department and OfficeH2O for a new office water cooler. This contract is \$62.50 per month or \$187.50 quarterly for a term of 60 months. We are requesting to remove and replace our current water cooler with this unit. OfficeH2O will save our department \$68.50 per year. Please feel free to contact me if you have further questions. Thank you



www.officeh2o.com

DISTRIBUTOR:  
**Office H2O**  
9850 North Michigan Road, Suite E  
Carmel, IN 46032  
**(866) 621-6910**



CUSTOMER INFORMATION		BILLING INFORMATION (if different)	
Company Full Legal Name: <i>City of Noblesville Street Department</i>		Company Name:	
Contact: <i>Renee Guley</i>	Phone #: <i>(317) 776-6348</i>	Contact:	Phone #:
Equipment Location Address: <i>1575 Pleasant Street</i>		Address:	
City, State, Zip: <i>Noblesville, IN 46060</i>		City, State, Zip	
Email: <i>rguley@noblesville.in.gov</i>	TIN #: <i>35-6001141</i>	Email:	P.O. #:
Org Type: <input type="checkbox"/> Corp <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ State incorporated/organized: _____			

RENTAL TERM	MONTHLY PAYMENT	BILLING FREQ./TYPE	SPECIAL INSTRUCTIONS
60 months	\$ <i>62.50</i> (plus taxes)	Quarterly payments save you time and money! <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Check <input type="checkbox"/> Monthly <input type="checkbox"/> ACH	

EQUIPMENT SCHEDULE	ACCOUNT SETUP FEES
<input type="checkbox"/> See attached equipment schedule (if applicable).	Installation Fee \$ <i>0</i> / Unit = \$ <i>0</i> Other Fees* = \$ _____ * _____

ACH INSTRUCTIONS	
<p>By providing the bank account information herein, I (we), as the account holder(s), authorize the Distributor or its assignee and our or its financial institution to debit our account for the amounts due or to become due under the terms of this Rental Agreement. This authorization will remain in effect until written notification of termination is received by the Distributor or its assignee.</p>	
Routing #: _____	Account #: _____
Account Name: _____	Authorized Signer: _____

**Agreed and Accepted by:**

**Customer:**

<i>[Signature]</i>	<i>[Signature]</i>
Authorized Signature	Name Printed
<i>[Signature]</i>	<i>[Signature]</i>
Title	Date
Distributor: <i>[Signature]</i>	<i>President</i>
Signature	Title
	Date

Customer acknowledges having read and understood all of the terms of this Rental Agreement, including page 2 hereof, and agrees to be bound by all of the terms herein upon execution of this Rental Agreement.

Reference Number \_\_\_\_\_ (for internal use only)

## Rental Agreement Terms

1. **Ownership of Equipment:** Distributor is the sole owner and title-holder of the equipment under this Rental Agreement ("Equipment"). Customer agrees to keep the Equipment free and clear of all liens and Customer will pay all taxes, filing fees, interest and penalties relating to this Rental Agreement or the Equipment.
2. **Complete Agreement:** Customer agrees that no promises or agreements have been made by Distributor or anyone else regarding the rental or use of the Equipment which are not part of this Rental Agreement.
3. **Authorized Signer:** The person signing this Rental Agreement on behalf of the Customer represents he/she has the power and authority to do so on behalf of the Customer.
4. **Liability and Insurance; Indemnity:** Customer is responsible for any damage to the equipment or losses or injuries caused by the Equipment due to acts of Customer. Customer agrees to keep the Equipment fully insured against such losses during the term of the Rental Agreement or any extension hereof. If Distributor or its assignee requests proof of insurance and Customer fails to provide said proof, Customer agrees to pay to Distributor or its assignee the cost (which may be at a higher premium) of the insurance obtained by Distributor or its assignee. Customer agrees to indemnify, defend and hold harmless Distributor's assignee at all times, including after termination of this Rental Agreement, from and against any loss, damage, liability or claim, including reasonable attorneys' fees, caused by the Equipment or its use.
5. **Location of Equipment:** Customer will keep the Equipment at the location specified in this Rental Agreement. The Distributor or its authorized agent must perform any relocation of the Equipment.
6. **Distributor Interests:** Customer may not sell, transfer, encumber or assign the Equipment or this Rental Agreement without the prior written consent of Distributor or its assignee. Distributor may sell, transfer, encumber or assign its interests in the Equipment and/or this Rental Agreement. Any assignee of Distributor will have all of Distributor's rights and benefits under this Rental Agreement but none of its obligations.
7. **Agreement Inception, Payment Requirements, Payment Due Dates:** This Rental Agreement shall commence on the Delivery and Acceptance Date ("Commencement Date") and continue for the duration of the term stated on page 1 herein. Rental will accrue from the Commencement Date; Provided that payment for the initial billing period shall be due thirty (30) days after the Commencement Date. Thereafter, payments will be due for each billing period on the date that Distributor or its assignee establish for payments under this Rental Agreement. If payment is not made within fifteen (15) days of when due, a late charge equal to 15% of the late payment or \$20, whichever is greater, will be charged for each late payment. Customer's obligation extends through the term of the Agreement.
8. **Early Termination:** Customer may terminate this Rental Agreement with thirty (30) days prior written notice to Distributor and upon payment, as calculated on the termination date, of all remaining payments, and all sales tax, and fees, if applicable.
9. **Renewal/Price Protection:** After the initial rental term (or extension previously agreed to), this Rental Agreement will renew for an additional 12 months and annually thereafter at the same monthly rate unless the Customer notifies Distributor in writing ninety (90) days prior to the expiration of the initial rental term (or extension previously agreed to) that Customer does not intend to renew this Rental Agreement and will return the Equipment.
10. **Installation, Maintenance and Care:** Customer agrees to use the Equipment in accordance with the Distributor's specifications and will make the Equipment available to Distributor or its authorized agent for service and maintenance. Amounts payable by Customer under this Rental Agreement are exclusive of any charges for Equipment service, maintenance, repairs or relocation.
11. **UCC Filings:** Customer grants Distributor (and its successors and assigns) authorization to sign and file Uniform Commercial Code financing statements deemed necessary by Distributor (or its successors and assigns) to protect its interests in the Equipment.
12. **Default:** If Customer does not pay any amount when due, or breaches any other term of this Rental Agreement, or becomes insolvent or subject to any insolvency proceeding, Distributor or its assignee may deem the Customer in default and Distributor or its assignee may thereafter exercise any and all legal remedies available by law including but not limited to, repossession of the Equipment, termination of maintenance agreements, reimbursement of reasonable attorney fees associated with any action, repossession or disposal of the Equipment and acceleration of the balance due under this Rental Agreement. If any part of this Rental Agreement is found to be invalid, then it shall not invalidate any of the other parts.
13. **Business Agreement:** Customer agrees that this Rental Agreement and its use of the Equipment is solely for business purposes. This Rental Agreement will be governed by the laws of the state in which the Equipment is located. Any judicial proceedings arising under this Rental Agreement shall be adjudged by any court in any state in which the Customer conducts business at the commencement of the action or is organized. Customer expressly accepts the jurisdiction and venue in any such court and irrevocably waives any right to a trial by jury.
14. **Manner of Execution:** Delivery of a signed counterpart hereof by facsimile transmission or by e-mail transmission shall be as effective as delivery of a manually executed counterpart hereof.
15. **Miscellaneous:** There is only one "ORIGINAL" of this Rental Agreement with the Customer's original signature. Any purchaser of this paper is notified that a security or ownership interest has been granted to the party holding a copy of the Rental Agreement marked "ORIGINAL" and any other security or ownership interest herein will violate the rights of such party.





www.officeh2o.com

DISTRIBUTOR:

Office H2O

9850 North Michigan Road, Suite E

Carmel, IN 46032

(866) 621-6910





Customer Name:

*City of Noblesville Street Department*

### DELIVERY AND ACCEPTANCE CERTIFICATE

Customer and Distributor certify that all Equipment described in the Rental Agreement has been delivered and properly installed according to the Rental Agreement. Customer acknowledges that the Equipment is in good condition and is performing satisfactorily. Customer hereby accepts the equipment unconditionally and irrevocably in accordance with the Rental Agreement and understands that invoicing will commence upon receipt of this Certificate showing execution by Customer. Distributor acknowledges its obligation to provide maintenance services in accordance with any maintenance agreement separately entered into between Distributor and Customer.

**Customer: Do not sign this Certificate until you have actually received, installed, inspected and accepted all of the Equipment described in the Rental Agreement.**

	_____	_____	_____	_____
Customer (Authorized Signature)	Name (Print)	Title	Date	
x 	<i>Austin Veach</i>	<i>President</i>	_____	_____
Distributor (Authorized Signature)	Name (Print)	Title	Date	

MODEL	SERIAL #

☐ See attached equipment schedule (if applicable).

#### Statement of Assurance

Distributor is committed to providing you with quality equipment, quality service and quality drinking water. If for any reason you are not satisfied with the performance of your equipment or the level of service provided, please contact us directly for prompt assistance.

Reference Number \_\_\_\_\_ (for internal use only)



## Customer Satisfaction Guarantee

Provided customer uses the equipment to manufacturer's specifications, the equipment is guaranteed to perform for the entire term of the rental period. If repairs cannot be made, Office H2O, will replace the equipment with another model of equal or greater capabilities at no additional cost to the customer.

In the event that the customer becomes aware that the equipment does not meet minimum performance standards, customer agrees to notify Office H2O in writing within ten (10) business days of first knowledge of unsatisfactory performance, Office H2O shall have five (5) business days to correct the specified problem. In the event the specified problem is not corrected as provided herein, customer shall be issued a check from Office H2O equal to the amount of one month's rental payment per non-performing system and for each month of non-performance commencing with the date of first receipt of written notification of non-performance.

### Agreed By:

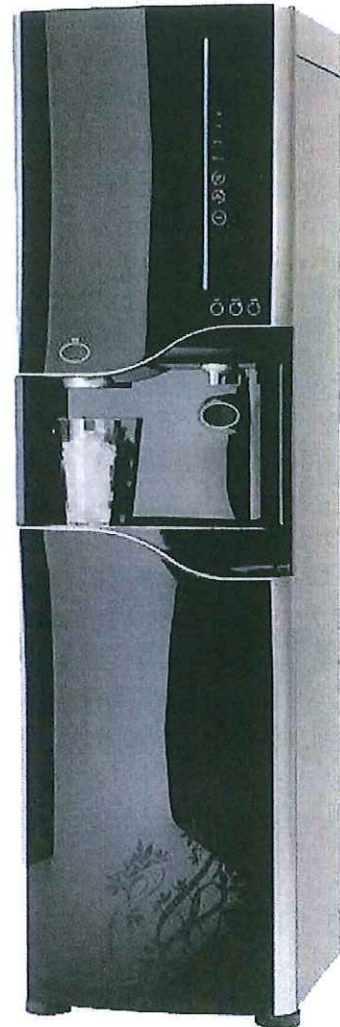
  
Office H2O Account Executive

Date

*City of Noblesville Street Dept.*  
Customer

  
Contact

Date



### Office H2O's Statement of Assurance

Office H2O is committed to providing its customer's quality equipment, quality service and quality drinking water. If for any reason you are not satisfied with the performance of your equipment please contact Office H2O directly for prompt assistance.

[Service@officeh2o.com](mailto:Service@officeh2o.com)